Ky. 228, 15 S. W. 513; *Brown* v. *Mathewson*, 71 Misc. 110, 129 N. Y. Supp. 907. However, a justice of the peace may have no jurisdiction at all over a suit involving more than he may award; and though the plaintiff claim a less amount, the judgment has been held void. *Story* v. *Nicpee*, 105 S. C. 265, 89 S. E. 666. Only when the plaintiff abandons his claim to the surplus is the judgment held to be a bar. *Catawba Mills* v. *Hood*, 42 S. C. 203, 20 S. E. 91; *Buxton* v. *Nelson*, 103 Ga. 327, 30 S. E. 38. In the principal case there was no such abandonment. Yet there is jurisdiction over the cause, for the statute gives jurisdiction over every person committing the wrong; the limitation is on the damage that may be awarded and is not made a measure of the justice's jurisdiction.

SEAMEN — WAGES — INTERRUPTED VOYAGE. — Seamen were engaged "for the run" or the complete voyage. The vessel was frozen in, and the voyage was interrupted. The master requested the seamen to complete the voyage, and promised they would be paid what was proper. At the end of the voyage, when a dispute arose as to the amount due, the seamen refused to unload. They now sue for wages. *Held*, the seamen are entitled to recover on a *quantum meruit*. *The Helen Fair-Lamb*, 251 Fed. 412 (Dist. Ct. E. D., Pa.).

The old rule was that no wages were due if no freight had been earned. *Icard* v. *Goold*, 11 Johns. Ch. (N. Y.) 279; *Henop* v. *Tucker*, 2 Paine, 161. But this has been changed by statute. U. S. REV. STAT. (1878) § 4525. When the voyage is abandoned by the fault of the owner or master, seamen are entitled to wages for the full voyage. *Walker* v. *The City of New Orleans*, 33 Fed. 683; *The Ocean Spray*, 4 Sawy. 105. If the voyage is abandoned because of perils of the sea, seamen may recover wages up to the time of the abandonment. *Boulton* v. *Moore*, 14 Fed. 922. See *Hindman* v. *Shaw*, 2 Pet. Adm. 264. When, however, the pay is one lump sum "for the run," nothing is earned by the seamen unless the vessel receives some benefit through freight. *Stark* v. *Mueller*, 22 Fed. 447. In such a case, if the voyage is broken up by perils of the sea, the seamen are entitled to no wages. *Stark* v. *Mueller*, *supra*. They are, however, entitled to their discharge without completing the "run." *Thorson* v. *Peterson*, 14 Fed. 742. They may also remain with the vessel and be maintained till the voyage is completed, even though their services are of no value to the ship. See *Miller* v. *Kelly*, 17 Fed. Cas. 326, 328. But if, as in the principal case, they remain with the vessel at the request of the master, and render services, they become entitled to compensation on a *quantum meruit*.

TAXATION — ENTERTAINMENTS — DUTY. — The proprietors of a restaurant furnished music with service of meals during certain intervals throughout the day. Diners only were admitted, and the charges for meals were the same whether the music was being played or not. An act provided that a duty should be levied upon all paid admissions to entertainments — an entertainment being defined as including any exhibition, performance, amusement or sport. Summonses were taken out against the proprietor for admitting persons to a place of entertainment without paying the duty. *Held*, that the provision for music did not constitute an entertainment. *Lyons & Co. Ltd.* v. *Fox*, 145 L. T. 439 (1918).

In a recent case, under very similar facts, the English court reached the opposite result. See *Attorney-General* v. *McLeod*, [1918] 1 K. B. 13. In the latter case, however, the music was not purely incidental to the service of meals, but was given in the form of a concert which took place in a separate portion of the building. Again, it was easily determined in that case what part of the full admission price was paid for the privilege of hearing the music. In the principal case, however, patrons incurred the same charges whether music was being played or not, and it seems, therefore, that no distinct portion of the sum paid